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VERIFIED AGREED DISSOLUTION OF PARTNERSHIP, NOTICE OF  
WITHDRAWAL OF PARTNER, AND CONTINUATION OF BUSINESS  
UNDER PARTNERSHIP NAME AFTER WITHDRAWAL OF PARTNER

THIS AGREEMENT is made this 4th day of August, 1982,  
between ROBERT W. WHITE of 9313 West 85, Schererville, Indiana, and  
ALVIN E. PALMER of 1402 - 215 Street, Dyer, Indiana, herein referred  
to as "Purchasing Partners", and JOHN RICHARD STAVIN of Park Forest,  
Illinois, herein referred to as "Selling Partner", and all parties  
herein are referred to collectively as "Partners".

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
AUG 12 1 23 PM '82  
WILLIAM GIELSKI JR  
RECORDER

I. AGREED DISSOLUTION OF PARTNERSHIP

A. The Partners have been engaged in business as a  
partnership known as Midwest Tire located at 700 U.S. Highway 41,  
Schererville, Indiana, for the purpose of engaging in retail and commer-  
cial truck and tire service and repair, pursuant to an oral partnership  
agreement entered into on or about August 1, 1981, and governed by the  
Uniform Partnership Act.

B. The Partners desire to dissolve the partnership.

C. Purchasing Partners desire to make a final settlement  
with Selling Partner by payment of a fixed sum for Selling Partner's  
rights, title and interest in the partnership.

D. Selling Partner desires to transfer, release, convey,  
relinquish and assign his interest in the partnership to Purchasing  
Partners for a fixed sum.

In consideration of the mutual covenants contained herein, the  
parties agree as follows:

1. Purchasing Partners shall pay to Selling Partner Five  
Thousand Five Hundred (\$5,500.00) Dollars cash, payable on or before  
August 4th, 1982, and Seven Thousand Five Hundred (\$7,500.00)  
Dollars, payable One Thousand Five Hundred (\$1,500.00) Dollars per  
month for five (5) months, beginning September 1, 1982, for all of the  
rights, title and interest of Selling Partner in the capital account,  
profits, name, unbilled work and uncollected accounts receivable of  
the partnership.

2. On payment of the Five Thousand Five Hundred (\$5,500.00)  
Dollars lump sum to Selling Partner, and in consideration of the five  
(5) monthly payments due beginning September 1, 1982, the Selling Partner

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releases, relinquishes, transfers, conveys and assigns all his rights, title and interest in the partnership to the Purchasing Partners as of August 4th, 1982.

3. The Partners shall immediately deliver, execute and/or draft any and all documents, contracts and papers needed to effectuate this Agreement. Furthermore, any and all documents, contracts and papers which need to be delivered, executed and/or drafted at any time after this Agreement is effectuated shall be promptly drawn and executed by all the parties. Breach of this Agreement by the Selling Partner shall entitle the Purchasing Partners to recover damages, costs, and attorney fees from the Selling Partner.

4. Purchasing Partners shall indemnify and hold the Selling Partner harmless from all actions, suits, proceedings, demands, assessments, judgments, costs, attorney fees, and expenses which are incurred for any and all partnership debts authorized by all three (3) Partners of Midwest Tire. These partnership debts and related costs shall be paid by the Purchasing Partners.

5. Selling Partner shall indemnify and hold the Purchasing Partners harmless for all actions, suits, proceedings, demands, assessments, judgments, costs, attorney fees, and expenses which are incurred for any and all partnership debts authorized by the Selling Partner, and not authorized by the Purchasing Partners. These partnership debts and related costs shall be paid by the Selling Partner and deducted from the Seven Thousand Five Hundred (\$7,500.00) Dollars payable at One Thousand Five Hundred (\$1,500.00) Dollars per month for five (5) months, beginning September 1, 1982, to the Selling Partner.

6. On payment of the Five Thousand Five Hundred (\$5,500.00) Dollars by Purchasing Partners on August 4th, 1982, Selling Partner shall release, transfer, relinquish, convey and assign to Purchasing Partners all rights, title and interest that he may have in the name, physical assets, capital contributions, profits, unbilled work, and uncollected accounts receivable, if any, of the partnership.

II. NOTICE OF WITHDRAWAL OF PARTNER

Notice is hereby given that the partnership heretofore existing between ROBERT W. WHITE, ALVIN E. PALMER, and JOHN RICHARD STAVIN under the name of Midwest Tire located at 700 U.S. Highway 41, Schererville, Indiana, has been dissolved by mutual assent. JOHN RICHARD STAVIN of Park Forest, Illinois, has withdrawn from and ceased to be associated with the partnership business; and ROBERT W. WHITE of 9313 West 85, Schererville, Indiana, and ALVIN E. PALMER of 1402 - 215 Street, Dyer, Indiana, will hereafter conduct the business and are entitled to the assets of the business. The Purchasing Partners have assumed and shall pay all authorized outstanding obligations of the business that have been or shall be incurred.

III. CONTINUATION OF BUSINESS UNDER PARTNERSHIP NAME AFTER WITHDRAWAL OF PARTNER

ROBERT W. WHITE and ALVIN E. PALMER, Purchasing Partners, hereby swear and affirm that from August 4th, 1982, they will continue the business of retail and commercial truck and tire service and repair heretofore carried on at 700 U.S. Highway 41, Schererville, Indiana, by JOHN RICHARD STAVIN, ROBERT W. WHITE, and ALVIN E. PALMER under the name of Midwest Tire; and that such business will be continued at 700 U.S. Highway 41, Schererville, Indiana, under the name of Midwest Tire since the said JOHN RICHARD STAVIN withdrew from said business on August 4th, 1982, and released, transferred, relinquished, conveyed, and assigned all his right, title and interest in said partnership to the Purchasing Partners, together with the right to continue the business in the name of Midwest Tire.

IN WITNESS WHEREOF, the parties have executed this Agreement at 700 U.S. Highway 41, Schererville, Indiana, on August 4th, 1982.

Alvin E. Palmer  
ALVIN E. PALMER, Purchasing Partner

Robert W. White  
ROBERT W. WHITE, Purchasing Partner

John Richard Stavin  
JOHN RICHARD STAVIN, Selling Partner

SUBSCRIBED AND SWORN TO before me, a Notary Public for Lake County, Indiana, this 4th day of August, 1982.

My Commission Expires:  
6-24-87

Constance Scuffham  
Notary Public

THIS INSTRUMENT PREPARED BY

Michael B. Hargreeves, Attorney At Law